



CLERK, U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

**ENTERED**

THE DATE OF ENTRY IS ON  
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed December 15, 2023

A handwritten signature in black ink, appearing to be "Edward" followed by a stylized flourish.

United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

IN RE:	§	CHAPTER 11
	§	
ALL SAINTS EPISCOPAL CHURCH	§	CASE NO. 21-42461-elm11
	§	
DEBTOR	§	

ALL SAINTS EPISCOPAL CHURCH,  
a Texas Non-Profit Corporation,

Plaintiff,

v.

ALL SAINTS EPISCOPAL CHURCH,  
an Unincorporated Association in Union  
with the Episcopal Diocese of Fort  
Worth, and THE CORPORATION  
OF THE EPISCOPAL DIOCESE OF  
FORT WORTH,

Defendants.

ADV. PRO. NO. 21-04082-ELM

**AGREED FINAL JUDGMENT DISMISSING  
ADVERSARY PROCEEDING WITH PREJUDICE**

Pursuant to the settlement of the above-captioned Adversary Proceeding approved by the Court, and in accordance with the Settlement Agreement by and among the parties approved by the Court (the “Settlement Agreement”),<sup>1</sup> the Court, finding that it has personal and subject matter jurisdiction over the parties and claims in this Adversary Proceeding, enters the following Agreed Final Judgment Dismissing the Adversary Proceeding with Prejudice and awarding other relief agreed to by the parties. It is, therefore,

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the real property located at 5001 Dexter Avenue, Fort Worth, Texas 76107, as described in the Deed attached hereto as Exhibit 1, which is currently titled in the name of All Saints Episcopal Church, shall be conveyed by the Debtor to the Corporation of the Episcopal Diocese of Forth Worth (the “Diocesan Corporation”) via a quitclaim deed. Upon such conveyance by the Debtor, the Debtor and the unincorporated parish affiliated with the Debtor shall be divested of any further legal or equitable interests in such property, and legal and equitable title to such property shall be vested in the Diocesan Corporation pursuant to Bankruptcy Rule 7070.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that legal title to the property located at 5005 Dexter Avenue, Fort Worth, Texas 76107, as described in the Deed attached hereto as Exhibit 2, shall be solely vested in the Diocesan Corporation. The Debtor and the unincorporated parish affiliated with the Debtor are hereby divested of all legal and equitable interests in such property, and legal and equitable title to such property

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Settlement Agreement.

is hereby vested in the Diocesan Corporation pursuant to Bankruptcy Rule 7070. The Deed to 5005 Dexter Avenue is hereby reformed to remove the words “in trust for the benefit of All Saints Episcopal Church, a Texas non-profit corporation.” The Deed from this day forward shall be considered solely in the name of the Diocesan Corporation as Grantee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Debtor holds legal title to the property located at 4936 Dexter Avenue, Fort Worth, Texas 76107, as described in the Deed attached hereto as Exhibit 3, and such title shall remain solely in the name of the Debtor. Defendants are hereby divested of all legal and equitable interests in such property, and legal and equitable title to such property is hereby vested in the Debtor pursuant to Bankruptcy Rule 7070. The Deed to 4936 Dexter Avenue is hereby reformed so that the Grantee in such Deed shall be the Debtor “All Saints Episcopal Church, a Texas non-profit corporation.” The Deed from this day forward shall be considered solely in the name of the Debtor All Saints Episcopal Church, a Texas non-profit corporation as Grantee.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that legal title to the property located at 4939 Dexter Avenue, Fort Worth, Texas 76107, as described in the Deed attached hereto as Exhibit 4, shall remain solely in the name of the Debtor All Saints Episcopal Church, a Texas non-profit corporation, as currently reflected in the Deed. Defendants are hereby divested of all legal and equitable interests in such property, and legal and equitable title to such property is hereby vested in the Debtor pursuant to Bankruptcy Rule 7070.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendants' Proof of Claim No. 7, as amended, filed in the above-captioned bankruptcy proceeding is hereby disallowed in its entirety and expunged from the claims register. Defendants have no allowable claim against the Debtor.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendants shall be recognized as having all right, title, and interest in the Permanent Fund of All Saints Episcopal Church of Fort Worth, Texas, established pursuant to the Trust Agreement dated November 30, 1993, for the benefit of All Saints Episcopal Church (the "Permanent Endowment"). The parties shall work together with the Trustee Frost Bank to replace the Debtor's Advisory Committee currently asserting authority over the Permanent Fund with the Board of Trustees of the Diocesan Corporation. The Parties shall work together with the Trustee Frost Bank to execute such documents and take all such actions necessary to effectuate the transfer of the Permanent Fund as set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED the cash deposit of \$100,000 in lieu of a supersedeas bond currently being held in the registry of the 141<sup>st</sup> Judicial District Court of Tarrant, County, Texas shall be released to Defendants. The unincorporated parish affiliated with the Debtor shall execute such documents as are necessary to effectuate the release of the cash deposit in accordance with this paragraph. To the extent necessary, the automatic stay imposed by 11 U.S.C. § 362 is modified to permit such actions as are necessary to effectuate the relief granted in this paragraph.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, except as expressly set forth herein and in the Settlement Agreement, the Debtor shall retain right, title, and interest in all other financial assets, real property, and personal property that it

currently owns and controls, whether existing in the past, present or future, and all such property shall constitute property of the Debtor's bankruptcy estate, and Defendants shall retain right, title, and interest in all other financial assets, real property, and personal property that Defendants currently own and control, whether existing in the past, present or future, and all such property shall constitute property of the Defendants.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, in accordance with the Settlement Agreement, the Parties shall file Joint Motions and Agreed Orders dismissing any and all claims in any state and federal lawsuits pending between the Parties with prejudice.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED Defendants shall no longer use the name "All Saints Episcopal Church," "All Saints' Episcopal Church," or any variation thereof, except for use in a historical context. Defendant ACNA All Saints shall change its name to "All Saints Anglican Church," "All Saints' Anglican Church," or a variation thereof. ACNA All Saints shall have an exclusive right to the use of those names. The Debtor shall retain all rights, title, and, and interest to the name "All Saints Episcopal Church," "All Saints' Episcopal Church," and variations thereof, and the Parties expressly agree that the Debtor and its affiliated parish may continue to use such name consistent with their existing conduct. Defendants release any and all claims to the use of the names "All Saints Episcopal Church," "All Saints' Episcopal Church," and variations thereof. Any signage on Defendants' properties, websites and other advertisements, announcements, bulletins, literature, or other written material that have the name "All Saints Episcopal Church" or "All Saints' Episcopal Church" shall be changed, except that any permanently marked worship items within the church do not need to be renamed, but

worship items acquired after the date of the settlement agreement shall not use the name “All Saints Episcopal Church” or “All Saints’ Episcopal Church”. Defendants shall complete the changes required by this paragraph within ninety (90) days of the date of entry of the Agreed Judgment. The Debtor and the Defendants shall be allowed to continue to use the seals and logos that were in use as of the Effective Date of the Settlement Agreement provided that such seals and logos otherwise comply with this provision. The name in the window of the church owned by ACNA All Saints does not need to be changed. ACNA All Saints and the Diocesan Corporation shall have exclusive use of the Diocesan Corporation logo. All Parties may continue to claim the history of All Saints Episcopal Church going back to the 1940s.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, upon consummation of the Settlement Agreement, Defendants will not be parties in interest with standing in the Bankruptcy Case.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that All Saints Episcopal School (“ASES”) shall continue to be governed and controlled solely by the Debtor and its vestry in accordance with the Debtor’s and ASES’s applicable governance documents. Defendants release any and all claims related to ASES and shall have no right to participate in the control or governance of ASES now or in the future.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, except as set forth herein, all claims and counterclaims asserted or which could have been asserted by any of the parties against each other in the above-captioned Adversary Proceeding are hereby dismissed with prejudice.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendants shall file releases of any Lis Pendens covering any property conveyed in this Agreed Judgment within fourteen (14) days of the date of entry of this Agreed Judgment.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED the parties are authorized to deliver this judgment and the deeds attached hereto to any state or local recording officer, and such officer must accept for filing such documents or instrument, which: (a) shall have the effect of a final judgment of this Court, and (b) shall constitute sufficient notice of the entry of this judgment to such filing and recording officers.

IT IS FURTHER ORDERED THAT THE DEBTOR is authorized to and shall enter the Settlement Agreement, and that Settlement Agreement shall be immediately effective upon the entry of this Agreed Judgment. The parties have agreed that this Agreed Judgment shall be immediately final and non-appealable.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all relief not expressly granted herein is denied.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED this is a final, appealable judgment that disposes of all claims and parties in the above-captioned adversary proceeding.

**AGREED TO:**

/s/ Douglas J. Buncher

Patrick J. Neligan, Jr.

Texas Bar No. 14866000

[pneligan@neliganlaw.com](mailto:pneligan@neliganlaw.com)

Douglas J. Buncher

State Bar No. 03342700

[dbuncher@neliganlaw.com](mailto:dbuncher@neliganlaw.com)

John D. Gaither

Texas Bar No. 24055516

[jgaither@neliganlaw.com](mailto:jgaither@neliganlaw.com)

**NELIGAN LLP**

325 N. St. Paul, Suite 3600

Dallas, Texas 75201

Telephone: (214) 840-5300

**COUNSEL FOR THE DEBTOR**

Mark J. Petrocchi

State Bar No. 15851750

**GRIFFITH, JAY & MICHEL, LLP**

2200 Forest Park Blvd.

Fort Worth, TX 76110

Phone (817) 926-2500

Fax (817) 926-2505

**COUNSEL FOR THE ACNA PARTIES**

/s/ J. Shelby Sharpe

J. Shelby Sharpe

State Bar No. 18123000

**SHARPE & RECTOR**

6100 Western Place, Suite 912

Fort Worth, TX 76107

Telephone: (817) 338-4900

Facsimile: (817) 332-6818

**COUNSEL FOR THE DIOCESAN  
CORPORATION**



/s/ R. David Weaver

R. David Weaver

State Bar No. 21010875

**WEAVER ROBINSON LAW FIRM, PLLC**

1112 E. Copeland Rd., Suite 130

Arlington, Texas 76011

Telephone: (817) 460-5900

Fax: (817) 460-5908

**COUNSEL FOR ACNA ALL SAINTS**

# EXHIBIT “1”

7-12-1995 11:38AM FROM BRETT RITTER 9842673769 P.02 P.2

13  
Ramikin Title GF# AH-95C12382-JHS/mm  
AFTER RECORDING RETURN TO:  
ALL SAINTS EPISCOPAL CHURCH  
5001 Crestline Rd.  
Fort Worth, Texas 76107

WARRANTY DEED WITH VENDOR'S LIEN

Date: JULY 10, 1995

Grantor: J. R. "TREY" LAIRD, III and KIM LAIRD  
Grantor's Mailing Address (including county): 2606 Cockrell, Fort Worth, Tarrant  
County, Texas 76109

Grantee: ALL SAINTS EPISCOPAL CHURCH  
Grantee's Mailing Address (including county): 5001 Crestline Road, Fort Worth, Texas  
76107

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) cash and MARVIN M. McKEE, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by note dated JULY 10, 1995, that is in the principal amount of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) and is executed by Grantee, payable to the order of MARVIN M. McKEE. The note is secured by a vendor's lien retained in favor of MARVIN M. McKEE in this deed and by deed of trust dated JULY 10, 1995, from Grantee to JAMES M. McKEE, Trustee.

Property (including any improvements):

Lots 1 and 2, Block 26, CHAMBERLIN ARLINGTON HEIGHTS FIRST FILING  
ADDITION to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in  
Volume 63, Page 21, Deed Records, Tarrant County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

This Deed is executed by Grantor and accepted by Grantee subject to all validly existing and enforceable rights, interests, estates, restrictions, easements and liability for standby fees and taxes in connection with those matters described on Exhibit "A" attached to this Deed and incorporated by reference (the "Encumbrances").

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien and superior title to the property are retained for the benefit of MARVIN M. McKEE and are transferred to that party without recourse on Grantor.

ac:rbn001.t.u0v/u01

12026 2096

7-12-1995 11:39AM FROM BRETT RITTER 9842673769 P.03 P.3

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

J.R. "Trey" Laird III  
J.R. "TREY" LAIRD, III  
Kim Laird  
KIM LAIRD

The State of Florida  
County of Walton

This instrument was acknowledged before me on the 12<sup>th</sup> day of JULY, 1995 by J. R. "TREY" LAIRD, III.



Laurie P. Gunn  
Notary Public, State of Florida  
Notary's name, printed:  
Laurie P. Gunn  
My commission expires: 12/18, 1995

The State of Florida  
County of Walton

This instrument was acknowledged before me on the 12<sup>th</sup> day of JULY, 1995, by KIM LAIRD.



Laurie P. Gunn  
Notary Public, State of Florida  
Notary's name, printed:  
Laurie P. Gunn  
My commission expires: 12/18, 1995

NOTARY/SIGNATURE IN BLUE  
INK MAY NOT BE LEGIBLE

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12026 2097

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BRETT RITTER

9842675769

P.04

7-12-1995 11:40AM

FROM

P.4

Exhibit "A"

Encumbrances

1. Any law or government regulation, including existing building and zoning ordinances.
2. The restrictive covenants recorded in Volume 1959, Page 239, Deed Records of Tarrant County, Texas.
3. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, protrusions, or any overlapping of improvements.
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities;
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans; or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government; or
  - c. to filled-in lands, or artificial islands; or
  - d. to statutory water rights, including riparian rights; or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
5. Standby fees, taxes, and assessments by any taxing authority for the year 1995 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
6. The following matters as shown on the survey dated 4/13/95, by CONNER STEVENS Registered Professional Land Surveyor, No. 1983.
  1. Discrepancy between location of fence and East and South property line.

3:28:00.11.2001

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Record and return to:

~~XXXXXX~~ Becky Revels  
All Saints Episcopal Church  
5001 Crestline Road  
Fort Worth, Texas 76107

12026 2099

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D195118822  
ALL SAINTS EPISCOPAL CHURCH  
5001 CRESTLINE RD  
FT WORTH, TX 76107

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I N D E X E D -- T A R R A N T C O U N T Y T E X A S  
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K  
O F F I C I A L R E C E I P T

T O: RATTIKIN TITLE CO

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
195233539	DR93	T003957	07/13/95	14:58

	INSTRUMENT FEED	INDEXED	TIME	
1	D195118822 WD	950713	14:58	CK 18901

T O T A L : D O C U M E N T S : 01 F E E S : 13.00

B Y: 

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ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE  
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

12026 2100

# EXHIBIT “2”



**WARRANTY DEED  
WITH VENDOR'S LIEN**



Date: April 29, 1999

Grantor: CHRISTINE E. HOLOWIAK URQUHART AND HUSBAND, THOMAS URQUHART, III

Grantor's Mailing Address (including county): 3065 BELLAIR CANYON DR,  
#916, FORT WORTH, TARRANT COUNTY, TX 76109

Grantee: CORPORATION OF THE EPISCOPAL DIOCESE OF FORT WORTH, IN TRUST FOR  
THE USE AND BENEFIT OF ALL SAINTS EPISCOPAL CHURCH, A TEXAS NON-PROFIT  
CORPORATION

Grantee's Mailing Address (including county): 5001 DEXTER AVENUE, FORT  
WORTH, TARRANT COUNTY, TEXAS 76107

Consideration: TEN AND NO/100-----(\$10.00)-----DOLLARS and a Note of  
even date that is in the principal amount of \$160,000.00, and is executed  
by Grantee, payable to the order of THE FROST NATIONAL BANK. The Note is  
secured by a Vendor's Lien retained in favor of THE FROST NATIONAL BANK in  
this Deed and by a Deed of Trust of even date from Grantee to JIMMY R.  
LOCKE, TRUSTEE.

**Property (including any improvements):**

LOT 3-R, BLOCK 26, CHAMBERLIN ARLINGTON HEIGHTS, AN ADDITION TO THE CITY  
OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN  
CABINET B, SLIDE 672, PLAT RECORDS, TARRANT COUNTY, TEXAS.

**Reservations from and Exceptions to Conveyance and Warranty:**

THIS CONVEYANCE IS EXECUTED, DELIVERED AND ACCEPTED SUBJECT TO AD VALOREM  
TAXES FOR THE CURRENT YEAR, ROLLBACK TAXES DUE TO THIS CONVEYANCE OR  
GRANTEE'S USE OF THE SUBJECT PROPERTY, MAINTENANCE FUND LIENS, ZONING  
ORDINANCES, UTILITY DISTRICT ASSESSMENTS AND STANDBY FEES, IF ANY, ANY AND  
ALL VALID UTILITY EASEMENTS CREATED BY THE DEDICATION DEED OR PLAT OF THE  
SUBDIVISION IN WHICH SAID REAL PROPERTY IS LOCATED, RECORDED EASEMENTS,  
RESERVATIONS, MINERAL RESERVATIONS AND LEASES, RESTRICTIONS, COVENANTS,  
CONDITIONS, RIGHTS OF WAY EASEMENTS, IF ANY, AFFECTING THE HEREIN  
DESCRIBED PROPERTY.

Grantor, for the consideration and subject to the reservations from  
and exceptions to conveyance and warranty, grants, sells, and conveys to  
Grantee the property, together with all and singular the rights and  
appurtenances thereto in any wise belonging, to have and hold it to  
Grantee, Grantee's heirs, executors, administrators, successors, or  
assigns forever. Grantor binds Grantor and Grantor's heirs, executors,  
administrators, and successors to warrant and forever defend all and  
singular the property to Grantee and Grantee's heirs, executors,  
administrators, successors and assigns, against every person whomsoever  
lawfully claiming or to claim the same or any part thereof, except as to  
the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are  
retained until each note described is fully paid according to its terms,  
at which time this deed shall become absolute.

The said Vendor's Lien and Superior Title herein retained are hereby  
transferred, assigned, sold and conveyed to THE FROST NATIONAL BANK, its  
successors and assigns, or heirs and assigns, as appropriate, the Payee  
named in said Note, without recourse on Grantor.

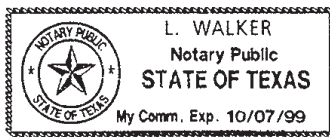
When the context requires, singular nouns and pronouns include the plural.

Christine E. Holowiak Urquhart  
CHRISTINE E. HOLOWIAK URQUHART  
Thomas Urquhart, III  
THOMAS URQUHART, III

(Acknowledgement)

THE STATE OF TEXAS }  
COUNTY OF TARRANT

This instrument was acknowledged before me on the 29th day of April, 1999, by CHRISTINE E. HOLOWIAK URQUHART AND HUSBAND, THOMAS URQUHART, III.



L. Walker  
Notary Public, State of Texas  
Notary's Name (printed):  
Notary's commission expires:

PREPARED IN THE LAW OFFICE OF:  
BEADLES, NEWMAN & LAWLER  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
3500 HULEN STREET  
FORT WORTH, TEXAS 76107

AFTER RECORDING RETURN TO:  
ALL SAINTS EPISCOPAL CHURCH, A TEXAS NON-PROFIT CORPORATION  
5001 DEXTER AVENUE  
FORT WORTH, TARRANT COUNTY, TEXAS 76107

D199111412  
ALL SAINTS EPISCOPAL CHURCH  
5001 DEXTER AVE  
FT WORTH TX 76107

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D --D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S  
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K  
O F F I C I A L R E C E I P T

T O : A L A M O T I T L E C O

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
199241484	DR2A	SW	05/03/1999	15:19

	INSTRUMENT	FEED	INDEXED	TIME	
1	D199111412	WD	19990503	15:19	CG

T O T A L : D O C U M E N T S : 01 F E E S : 11.00

B Y: 

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE  
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

# EXHIBIT “3”

ALAMO TITLE COMPANY  
GF 1016052-JJ

11/10  
AFTER RECORDING RETURN TO:

ALL SAINTS' EPISCOPAL CHURCH  
ATTN: STEPHANIE S. BURK, SENIOR WARDEN  
5001 CRESTLINE ROAD  
FORT WORTH TX 76107-3699

## WARRANTY DEED WITH VENDOR'S LIEN

Date: September 12, 2003

Grantor: CATHY FREDERICK MANDELL, A MARRIED PERSON, AS MY SOLE AND SEPARATE  
PROPERTY, JOINED HEREIN PRO FORMA BY MY HUSBAND, JOHN H. MANDELL, FOR THE  
Grantor's Mailing Address: PURPOSE OF CONVEYING ANY INTEREST HE MAY HAVE

P.O. Box 202497  
Austin, TX 78720-2497

Grantee: ALL SAINTS' EPISCOPAL CHURCH

Grantee's Mailing Address:

5001 Crestline Road  
Fort Worth, Texas 76107-3699

### Consideration:

Cash and a note of even date executed by Grantee and payable to the order of RIDGLEA BANK, a branch of Woodhaven National Bank in the principal amount of TWO HUNDRED TWENTY-ONE THOUSAND AND NO/100 DOLLARS (\$221,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Woodhaven National Bank and by a first-lien deed of trust of even date from Grantee to Ron J. Casey, Trustee.

### Property (including any improvements):

The South 122 feet of Lots 21, 22 and 23 and the South 122 feet of the West 15 feet of Lot 24, all in Block 15, of CHAMBERLIN ARLINGTON HEIGHTS, FIRST FILING, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Volume 63, Page 21, Deed Records of Tarrant County, Texas.

Reservations from Conveyance: None.

**Exceptions to Conveyance and Warranty:**

Any and all easements, rights-of-way, mineral reservations, and restrictive covenants still in effect with regard to the property that are filed for record in the office of the County Clerk of Tarrant County, Texas; and ad valorem taxes against the property for the current year, the payment of which Grantee assumes.

Grantor, for the Consideration, receipt of which is acknowledged, and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

*Cathy Frederick Mandell*  
CATHY FREDERICK MANDELL  
*John H. Mandell*  
JOHN H. MANDELL

**ACKNOWLEDGMENT**

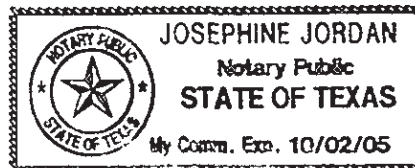
STATE OF TEXAS           §  
                                      §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on September 12, 2003 by CATHY FREDERICK MANDELL. and husband: John H. Mandell

*Josephine Jordan*  
Notary Public, State of Texas

F:\STOR\WNB\LOANS\13410474.wd1

WARRANTY DEED WITH VENDOR'S LIEN



PAGE 2

D203352475  
ALL SAINTS ESPICOPAL CHURCH  
5001 CRESTLINE RD  
FT WORTH TX 76107 3699

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S  
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K  
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T O : A L A M O T I T L E C O

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
203544809	DR8F	TB	09/22/2003	09:40

	INSTRUMENT	FEECD	INDEXED	TIME	RECVD
1	D203352475	WD	20030922	09:40	CG

T O T A L : D O C U M E N T S : 01 F E E S : 11.00

B Y: \_\_\_\_\_

ANY PROVISION WHICH RESTRICTS THE SALE RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE  
IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

# EXHIBIT “4”



Document Page 25 of 27  
**WARRANTY DEED WITH  
VENDOR'S LIEN**

**Date:** August 20, 1997

**Grantor:** ELSIE LARD, A SINGLE PERSON

**Grantor's Mailing Address (including county):** P.O. BOX "L", LEAKEY, TEXAS 78873

**Grantee:** ALL SAINTS EPISCOPAL CHURCH, A TEXAS NON-PROFIT CORPORATION

**Grantee's Mailing Address (including county):** 5001 CRESTLINE ROAD, FORT WORTH,  
TARRANT COUNTY, TEXAS 76107

**Consideration:** TEN AND NO/100-----(\$10.00)-----DOLLARS and a Note of even date that is in the principal amount of \$118,000.00, and is executed by Grantee, payable to the order of ELSIE LARD, Grantor herein. The Note is secured by a Vendor's Lien retained in favor of Grantor in this Deed and by a Deed of Trust of even date from Grantee to DUDLEY BEADLES, TRUSTEE.

**Property (including any improvements):**

THE WEST 90 FEET OF LOT A, BLOCK 25, CHAMBERLIN ARLINGTON HEIGHTS, FIRST FILING, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1348, PAGE 305, DEED RECORDS, TARRANT COUNTY, TEXAS.

**Reservations from and Exceptions to Conveyance and Warranty:**


Restrictions recorded in Volume 1358, Page 606, Deed Records, Tarrant County, Texas.

This Deed is executed, delivered and accepted subject to all and singular any liens securing the payment of any debt created or assumed in connection herewith if such liens are described herein, ad valorem taxes for the current and all subsequent years, subsequent assessments for prior years due to changes in land usage or ownership, zoning ordinances, utility district assessments and standby fees, if any, applicable to and enforceable against the above described property, and all valid utility easements created by the dedication deed or plat of the subdivision in which said real property is located, covenants, restrictions common to the platted subdivision in which said real property is located, mineral reservations, maintenance fund liens, and any title or rights asserted by anyone, including, but not limited to, persons, corporations, governments or other entities to tidelands, or land comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of the harbor or bulkhead lines as established or changed by any government or to filled-in lands, or artificial islands, or to riparian rights or other statutory water rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or the right of access thereto, or right of easement along and across the same, if any, applicable to and enforceable against the above described property as shown by the records of the County Clerk of the County in which said real property is located.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

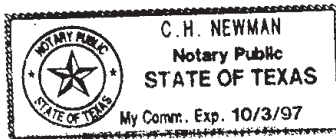
When the context requires, singular nouns and pronouns include the plural.


  
\_\_\_\_\_  
ELSIE LARD

(Acknowledgement)

THE STATE OF TEXAS }  
COUNTY OF TARRANT }

This instrument was acknowledged before me on the 20<sup>th</sup> day of August, 1997, by ELSIE LARD.



  
\_\_\_\_\_  
Notary Public, State of Texas  
Notary's Name (printed):  
Notary's commission expires:

PREPARED IN THE LAW OFFICE OF:  
BEADLES, NEWMAN & LAWLER  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
3500 HULEN STREET  
FORT WORTH, TEXAS 76107

AFTER RECORDING RETURN TO:  
ALL SAINTS EPISCOPAL CHURCH, A TEXAS NON-PROFIT CORPORATION  
5001 CRESTLINE ROAD  
FORT WORTH, TEXAS 76107

D197153367  
ALL SAINTS EPISCOPAL CHURCH  
5001 CRESTLINE RD  
FT WORTH TX 76107

-W A R N I N G-T H I S I S P A R T O F T H E O F F I C I A L R E C O R D--D O N O T D E S T R O Y

I N D E X E D -- T A R R A N T C O U N T Y T E X A S  
S U Z A N N E H E N D E R S O N -- C O U N T Y C L E R K  
O F F I C I A L R E C E I P T

T O : A L A M O T I T L E C O

RECEIPT NO	REGISTER	RECD-BY	PRINTED DATE	TIME
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